

Captain Bryan Lium  
Los Angeles Police Department  
Los Angeles, CA 90012

October 29, 2020

Dear Captain Lium,

By way of this letter I hereby submit a complaint against Detective Kris Tu (34895) and civilian employee Thanh Su (n6233) for violating the California Constitution, California State Law, and LAPD policy with respect to the California Public Records Act (“CPRA”) as enshrined in the Department Manual at §406.30 and as agreed to by the City of Los Angeles and LAPD in the September 2019 settlement agreement in *Winston v. City of Los Angeles* (“ACLU Settlement”). This settlement agreement is appended for your convenience and appears below as [Exhibit 1](#) on page 4.

On September 12, 2019 I submitted CPRA Request 19-5155 to LAPD via the NextRequest platform asking for various emails about LAPD officers involved with anti-homeless vigilante groups in the San Fernando Valley. This request is appended for your convenience and appears below as [Exhibit 2](#) on page 18. The request was assigned to Su at some point.

In late 2019 and again on September 29, 2020 LAPD Discovery uploaded a number of responsive documents, heavily redacted. At that time they also posted a message purporting to explain LAPD’s understanding of its obligations under the CPRA. This message, which LAPD Discovery posts unchanged on many if not all CPRA requests, contains a long generic list of exemptions that might conceivably apply but doesn’t name any that actually do apply:

The Act does not mandate disclosure of all documents within the government’s possession. Rather, by specific exemption and reference to other statutes, the Act recognizes that there are boundaries where the public’s right to access must be balanced against such weighty considerations as the right of privacy, a right of constitutional dimension under California Constitution, Article 1, Section 1. The law also exempts from disclosure records that are privileged or confidential or otherwise exempt under either express provisions of the Act or pursuant to applicable federal or state law, per California Government Code Sections 6254(b); 6254(c); 6254(f); 6254(k); and 6255.

The CPRA at [§6255\(a\)](#) requires responding agencies to justify the withholding or redaction<sup>1</sup> as follows:

The agency shall justify withholding any record by demonstrating that the record in question is exempt under express provisions of this chapter or that on the facts of the particular case the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record.

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<sup>1</sup> Which counts as withholding under the law.

Thus does the CPRA require agencies, including LAPD, to actually state which exemptions they're relying on to justify their withholding of records. But they failed to do so in this instance. Since they paste this same message into many of their requests<sup>2</sup> it's not possible that they're actually claiming all of these exemptions apply.

Even without the copy/pasting it's clear that LAPD hasn't stated the exemptions it's applying. For instance §6254(b) exempts records prepared for use in ongoing litigation. The responsive records produced for this request are a bunch of random emails from over a year ago. They weren't prepared for use in litigation.

And §6254(k) merely incorporates a long list of exemptions and privileges from elsewhere in the law. It exempts "Records, the disclosure of which is exempted or prohibited pursuant to federal or state law, including, but not limited to, provisions of the Evidence Code relating to privilege." For instance attorney client privilege is created elsewhere in California law but is drawn in to the CPRA via 6254(k).

Similarly the trade secrets exemption from the evidence code, and any number of other such exemptions. Courts have held explicitly that a bare citation to §6254(k) fails to meet the requirement that agencies "justify withholding any record" by citing 'express provisions' of the CPRA as there's no way to know what exemption is being invoked. On September 29, 2020 I asked Thanh Su and by extension Kris Tu to explain which exemptions they were actually relying on to justify their redactions but no one has answered.

In addition to requiring that agencies justify withholdings and redactions by citing "express provisions" of the chapter, the CPRA also requires that: "The notification of denial of any request for records required by Section 6255 shall set forth the names and titles or positions of each person responsible for the denial."<sup>3</sup> On October 8, 2020 I asked Tu and Su to state this information. Not only have they failed to do so despite the explicit requirement of the law, they've even failed to answer my request.

Finally, the Department Manual at §406.30 states that, with respect to the CPRA:

Any Department employee may be assigned to assist in the work of responding to a public records request and/or preparing records for disclosure. A Department employee who willfully withholds Department records or information relating to a CPRA request or willfully violates any other obligation under this policy may be subject to discipline.

Kris Tu supervises the LAPD CPRA unit and so has received training in the law. In fact such training was required by the ACLU settlement. His subordinate Su has also been trained. Thus it's not plausible that Tu and Su other than willfully violated the requirement to "set forth the names and titles ... of each person responsible for the denial." Likewise they must understand their obligations to justify the withholding of information via redaction by citing explicit authorizing exemptions. Their failure to do so must therefore be willful. Thus per the Department Manual, quoted above, they "may be subject to discipline."

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<sup>2</sup> There's no way to tell how many because LAPD also refuses to consistently publish its requests. This prevents them from being searched on the NextRequest platform.

<sup>3</sup> At §6253(d)(3).

These violations are not technicalities, they're not trivial. These transgressions violate my right and the rights of my fellow citizens, guaranteed by the California Constitution, to have LAPD comply with the CPRA. Therefore I ask you to please investigate this matter and subject Tu and Su to appropriate discipline based on your findings.

Regardless of LAPD's determination with respect to their culpability, please arrange for LAPD's CPRA unit to begin complying with its legal obligations by citing the actual exemptions relied on for redaction or withholding of public records. Also please arrange for the CPRA unit to state the names and titles of staffers who determine that records are subject to redaction or withholding.

Thank you,

M■■■■■■■■ K■■■■■■■■  
■■■■ ■■■■■■■■■■  
Los Angeles, CA 900■■■  
■■■■■■@■■■■■■.■■■■

# **1 Exhibits**

## **1.1 Exhibit 1 – September 2019 LAPD Settlement with ACLU of Southern California**

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into by and between “the Parties”: Plaintiffs-Petitioners Ali Winston, ACLU of Southern California, Kelly Hernandez, and Shawn Nee (collectively, “Petitioners”), and the City of Los Angeles and the Los Angeles Police Department (“LAPD”) (collectively, “the City”).

**WHEREAS**, on April 24, 2017, Petitioners filed a Corrected Verified Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief alleging violations by LAPD of the California Public Records Act (“CPRA”) and the California Constitution, Cal. Const. art. I § 3, in the Superior Court of the State of California, County of Los Angeles, Case No. BS 169474 (“Litigation”);

**WHEREAS**, the City denies the allegations made by Petitioners in the Litigation;

**WHEREAS**, the Parties have agreed to settle the matters raised in the Litigation;

**WHEREAS**, by this Agreement, the Parties intend to settle any and all of Petitioners’ claims or causes of action, including those for injunctive relief, against the City, as well as claims for monetary relief, damages, attorneys’ fees, expert witness fees and expenses, and all other expenses and costs that have been or will be incurred, in connection with the allegations raised in the Litigation.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises, covenants, and conditions contained herein, the Parties hereby agree as follows:

1. Public Records Access Policy. LAPD will adopt, maintain, and enforce an administrative policy, procedure and protocol regarding LAPD’s compliance with CPRA. The policy, procedure and protocol will be set forth in an LAPD Order, as attached in Exhibit A (“Order”). Within one month of execution of this agreement by all Parties (as further defined in Paragraph 18 below), LAPD will issue a written notice to all LAPD employees advising them of the Order. LAPD reserves the right to revise the Order so long as the revisions are consistent with the prevailing law and this Agreement. The City will make the Order available to the public online.
2. CPRA Unit. LAPD will adopt an LAPD CPRA Unit Manual (Manual) that it is fully consistent with the Order. LAPD reserves the right to revise the Manual so long as the revisions are consistent with the prevailing law and this Agreement. LAPD will make the Manual available to the public online. The procedures and protocols set forth in the Manual and relevant training will instruct LAPD staff of their legal obligations under CPRA and the relevant timeframes for responding to CPRA requests, as described more fully below.
  - a. To reflect the current law, the Manual will:
    - i. Unequivocally instruct LAPD staff on their legal obligations to respond to requests within 10 days, or 24 days in unusual circumstances, with the following information: (i) whether the information requested exists; (ii) whether LAPD will

- release any of the information, and if so, when and how; and (iii) the legal reasons for withholding any requested information;
- ii. Instruct staff that an extension of the 10-day response period is permitted only in unusual circumstances defined as follows: (i) the request requires the search and collection of records from multiple physical locations separate from the offices of the CPRA Unit and Department headquarters; (ii) the request requires the collection of voluminous records separate and distinct from each other; (iii) the request requires consultation with another agency that has a substantial interest in the processing of the request; or (iv) the request requires computer programming;
- iii. Instruct LAPD staff on their legal obligations to notify the requestor before extending the 10-day response period and to give the reason(s) for the extension and the date on which a determination is expected, not to exceed an additional 14 days;
- iv. Instruct LAPD staff on their legal obligations to produce requested records promptly; and
- v. Instruct LAPD staff on their legal duties to identify records and information responsive to the purpose of the request.
- b. The Manual will also:
  - i. Instruct LAPD staff that they may withhold records only if authorized by CPRA or other state or federal laws;
  - ii. Clarify the difference between CPRA's discretionary and mandatory exemptions and state that LAPD staff shall consult with a supervisor for further instruction when discretionary disclosure of a record appears appropriate in light of the public interest in disclosure and the absence of countervailing privacy and public safety concerns; and
  - iii. Instruct LAPD staff to disclose the record holding division if a requestor asks for such information in the course of communications about a CPRA request.
- c. Relevant training and/or instruction will include guidance about relevant aspects of LAPD's information technology and the physical locations of various types of records, and assistance with overcoming any logistical or practical barriers in obtaining records.
- 3. Online Public Records Portal. The City will maintain an online public records portal that enables members of the public to do the following as it relates to CPRA Requests to LAPD:
  - a. Submit public records requests online;
  - b. Browse, search and sort public records requests;
  - c. View the following information about all public records requests submitted to LAPD:
    - i. Date the request was received;
    - ii. Text of request (subject to redactions to protect privacy);
    - iii. CPRA Unit staff point of contact for request;

- iv. A timeline of activity that shows the date the request was opened, the date the request was closed, and correspondence between the requestor and LAPD staff about the request.
  - v. Date documents were produced;
  - vi. Documents produced in response to the request; and
  - vii. Date request was closed;
  - d. Download public records that LAPD produces in response to requests; and
  - e. Browse, sort, and search by subject matter for records available for download.
4. Proactive Disclosure. The City will institute and maintain processes for routine proactive disclosure of LAPD records and information in the public interest, and will make such documents available online for download. The City will:
- a. Post online, in a reasonably conspicuous or easily searchable manner, LAPD's current special orders and entire policy manual;
  - b. Indicate online the date it last confirmed that the special orders and policy manual available online reflect the most updated versions;
  - c. Make available to the public online all statistical data that LAPD reports to the California Department of Justice or the Bureau of Justice Statistics;
  - d. Continue to publish online, archive, and keep current the arrest incident data, crime incident data, drug possession arrest incident data, and vehicle and pedestrian stop data it currently maintains on the Los Angeles Open Data website; and
  - e. Publish online, archive, and keep current a dataset reflecting LAPD's jail booking data, including the following information about each booking: booking number or Release from Custody ("RFC") number, booking date and time, race of person booked, sex of person booked, date of birth or age of person booked, charge for which person was booked, location of booking, and disposition.
5. Responses to Petitioner Kelly Hernandez's Public Records Act Requests. By no later than May 1, 2019, the City will complete the following with respect to the records responsive to Petitioner Kelly Hernandez's public records request currently held at the City Records Center ("CRC"):
- i. Determine whether the records are exempt from disclosure under CPRA;
  - ii. Determine whether LAPD will disclose the records or any reasonably segregable portions of them;
  - iii. Digitize all responsive Officer Involved Shooting files; redact the names and address of victims and witnesses from the files; and disclose to Petitioner Kelly Hernandez the redacted copies of the files which shall include the officers' names; and
  - iv. Provide all other disclosable records or reasonably segregable portions of records to the University of California, Los Angeles to be digitized.
6. Historical Records Preservation. The City will make all reasonable efforts to preserve as "historical" both existing and future documents that fall into the following categories:

- a. Statistical Digest (Year)
- b. LAPD Annual Reports
- c. LAPD End of Year Reports
- d. LAPD Use of Force Year End Reviews
- e. Chief of Police General Staff Meeting Agendas
- f. Chief of Police Speeches, Press Releases, and Correspondence
- g. Department Manuals, Procedures Manuals, Tactical Manuals, and Division Manuals
- h. LAPD City COMPSTAT Profiles
- i. LAPD Citywide COMPSTAT Profiles
- j. RD Maps, Geographic Area Maps
- k. Awards and Decorations – Spreadsheet/Covers and Ceremony Programs
- l. The Beat Magazine
- m. LAPD Organization Charts
- n. OCOP (Office of the Chief of Police) Notices
- o. OCOS (Office of the Chief of Staff) Notices
- p. Administrative Orders
- q. Operations Orders
- r. Special Orders
- s. Uniform Committee Notices
- t. Photographs of key LAPD events, e.g. graduation photos, various ceremonies, facilities
- u. Police Commission Agenda Packages
- v. Police Commission Meeting Minutes
- w. Police Commission Agenda Packages - Confidential
- x. Categorical Use of Force Investigation, Review, and Adjudication Records and Officer-Involved Shooting Files
- y. OIG Audits, Investigations, and Reports
- z. Settlement Agreements

The City reserves the right to assert appropriate exemptions and/or privileges as to any documents it has designated “historical.” The City also reserves the right, at its discretion, to identify and preserve as “historical” other categories of documents not listed above.

7. Monitoring. The City will include a CPRA Inspection in LAPD’s annual audit plan for a term of five years following the execution of this agreement by all Parties (as described in



Paragraph 20 below). The CPRA Inspection will evaluate and report on the LAPD's compliance with both the CPRA and this Settlement Agreement, including the response and production times for public records requests submitted to LAPD, the frequency and propriety of 14-day extensions invoked pursuant to Gov't Code § 6253(c), the accuracy and thoroughness of LAPD's determination of whether it has responsive disclosable records, and the responsiveness of record holding divisions to requests for records from the CPRA Unit. The City will publish each CPRA Inspection report online. On an annual basis for a term of five years following the execution of this agreement, the City will present the results of that year's CPRA Inspection to the Los Angeles Board of Police Commissioners at a public meeting and allow for public comment on its presentation.

8. Payment Terms. Within ninety days of the execution of the agreement by all Parties (as described in Paragraph 20 below), the City shall deliver to counsel for Petitioners a check in the amount of \$57,500 payable to ACLU Foundation of Southern California in full and complete satisfaction of any and all claims for costs, expenses, disbursements, and attorney fees that the attorneys for Petitioners may have concerning any aspect of this litigation and their representation of Petitioners in this Action.
9. Dismissal with Prejudice. Petitioners agree within ten days of its receipt of payment of the funds described in paragraph 8 herein, they will file a Dismissal with Prejudice of the entire Action entitled *Ali Winston et al. v. Los Angeles Police Department*, Case No. BS 169474. Each Party hereby irrevocably authorizes and directs its attorneys of record to execute and deliver to the court the Dismissals with Prejudice, so that the same may be filed with the Court in accordance with this Agreement.
10. Each Party Responsible for Own Attorneys' Fees and Costs. Subject to the terms of paragraph 8 above, the Parties each shall be responsible for the payment of their own costs, attorneys' fees, and all other expenses in connection with the matters referred to in this Settlement Agreement.
11. Binding Agreement. This Settlement Agreement, and each and every item, covenant and condition hereof shall be binding upon and shall inure to the benefit of the respective heirs, successors, insurers, representatives, officers, directors, shareholders, and assigns of the respective Parties.
12. Meet and Confer. In the event that Plaintiffs allege that the City is not conforming with paragraphs 1-8 of this Agreement, Plaintiffs shall, within ten court days of discovering the alleged noncompliance, meet and confer with the City in order to set forth the nature and basis of their concerns, and shall give the City a reasonable opportunity to respond by explaining why they are in compliance with this Agreement or by taking corrective measures to come into compliance. If the Parties are unable to resolve the objections within thirty days of the parties' meeting, Plaintiffs may seek intervention of the Court via a motion for contempt or other relief, after providing the City ten days' notice of its intent to file such a motion.
13. Choice of Law. Each of the Parties hereto agrees that this Settlement Agreement shall be interpreted, construed, governed, and enforced under and pursuant to the internal laws of the State of California.
14. No Modifications Unless in Writing, Signed by all Parties. No modification of this Settlement Agreement shall be effective unless made in a writing signed by all Parties.

15. Section 1123(b) Admissibility and Retention of Jurisdiction. Pursuant to California Evidence Code § 1123(b), the Parties agree and intend that this Settlement Agreement is fully enforceable and binding, and admissible in any court proceeding to enforce its terms under Code of Civil Procedure § 664.6. The Parties agree that the Court shall retain jurisdiction to enforce the terms of this Settlement Agreement pursuant to Code of Civil Procedure § 664.6.

16. Entire Agreement. This Settlement Agreement represents the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral.

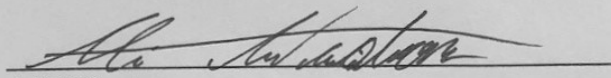
17. Invalidity; Severability. In case any one or more of the provisions of this Settlement Agreement shall be deemed invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

18. Construction. Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party.

19. Multiple Copies. This Settlement Agreement may be executed in any number of counterparts and multiple copies, and may be transmitted by fax or e-mail, each of which is to be considered as if it were original, but all of which together will constitute one and the same Agreement which shall be fully effective against all persons executing.

20. Council Approval. The Parties understand and agree that this Agreement is subject to final approval by City officers and or officials, including, but not limited to, the City Council ("Official Approval"). The execution of this Agreement is subject to and conditioned upon the granting of Official Approval to make this Agreement final and binding. Within 14 days of the signing of this Agreement by all parties, the person signing this Agreement on behalf of the City will submit a written recommendation that this Agreement be approved.

Date: 4/29/19

  
Ali Winston

Date: \_\_\_\_\_

\_\_\_\_\_  
ACLU of Southern California

Date: \_\_\_\_\_

\_\_\_\_\_  
Shawn Nee

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Date: \_\_\_\_\_

\_\_\_\_\_  
Ali Winston

Date: 5/21/19

  
ACLU of Southern California

Date: \_\_\_\_\_

\_\_\_\_\_  
Shawn Nee

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Date: \_\_\_\_\_

\_\_\_\_\_  
Ali Winston

Date: \_\_\_\_\_

\_\_\_\_\_  
ACLU of Southern California

Date: 4/10/19

  
Shawn Nee

Date: 3-12-19

  
\_\_\_\_\_  
Kelly Hernandez

Date: \_\_\_\_\_

\_\_\_\_\_  
Los Angeles Police Department  
City of Los Angeles, by and through its counsel, A.  
Patricia Ursea, Los Angeles City Attorney's Office

# EXHIBIT A

# OFFICE OF THE CHIEF OF POLICE

## ADMINISTRATIVE ORDER NO.

**SUBJECT: CALIFORNIA PUBLIC RECORDS ACT – ESTABLISHED; AND, REQUESTS BY THE PUBLIC FOR INFORMATION CONTAINED IN POLICE RECORDS – REVISED**

**PURPOSE:** The California Public Records Act (CPRA), Government Code Sections 6250 – 6257, establishes the right of the public to access public records. Department records are subject to public disclosure unless a specific legal exemption exists. The purpose of this Order is to revise and establish various Department Manual Sections pertaining to the CPRA and other information release procedures.

This Order supersedes Office of the Chief of Police Notice, *Guidelines for Handling Requests for Department Statistics or Crime Data*, dated June 12, 2012.

## PROCEDURE:

- I. CALIFORNIA PUBLIC RECORDS ACT – ESTABLISHED.** Department Manual Section 3/406.30, *California Public Records Act*, has been established and is attached.
- II. REQUESTS BY THE PUBLIC FOR INFORMATION CONTAINED IN POLICE RECORDS – REVISED.** Department Manual Section 3/406.20, *Requests by the Public for Information Contained in Police Records*, has been revised. Attached is the revised Department Manual section with the revisions indicated in italics.

**AMENDMENTS:** This Order adds Section 3/406.30, and amends Section 3/406.20 of the Department Manual.

**AUDIT RESPONSIBILITY:** The Commanding Officer, Audit Division, shall review this directive and determine whether an audit or inspection shall be conducted in accordance with Department Manual Section 0/080.30.

MICHEL R. MOORE  
Chief of Police

Attachments

DISTRIBUTION “D”

**DEPARTMENT MANUAL  
VOLUME III  
Revised by Administrative Order No. , 2019**

**406.20 REQUESTS BY THE PUBLIC FOR INFORMATION CONTAINED IN POLICE RECORDS.**

***Routine Requests.*** Routine requests for copies of, or information contained in, crime, arrest, or traffic reports shall be forwarded to the Commanding Officer, Records and Identification (R&I) Division. Community members requesting such information may be directed to <http://lapdonline.org/faqs> for specific instructions.

**Exception:** News releases and information about newsworthy incidents shall be handled in accordance with Section 3/406.10 of the Department Manual.

**Requests for Master Arrest Blotter Information.** Requests for Master Arrest Blotter Information *shall* be submitted in writing to:

The Commanding Officer, *Legal Affairs* Division  
200 N. Main Street, 7<sup>th</sup> Floor  
Los Angeles, CA 90012

**Exception:** Requests for Blotter information for incidents less than 24 hours old may be made verbally to either the Commanding Officer, R&I Division, for Department-wide arrest information, or to the watch commander of the Department jail facility for arrests occurring within the Area(s) serviced by the jail.

**406.30 CALIFORNIA PUBLIC RECORDS ACT.** *The Department is committed to upholding the right of the public to access records and information concerning the conduct of the people's business consistent with the Constitution of the State of California and the California Public Records Act (CPRA). The Department recognizes its obligation to comply with the CPRA, to facilitate public records access, and to promote a culture of transparency and accountability. Pursuant to the CPRA, Government Code Sections 6250 – 6257, all Department records are public records and shall be disclosed to the public, upon request, unless there is a specific legal basis not to do so. The CPRA contains exemptions from disclosure and there are additional laws outside the CPRA that create exemptions from disclosure. The CPRA requires that, within 10 calendar days from receiving a request, the Department notify the requestor in writing whether the Department is in possession of the requested public records and any exemptions asserted by Department. When unusual circumstances exist, as defined by the CPRA, the Department may extend this time to respond by an additional 14 calendar days. The Department must then promptly provide the requestor access to or copies of the responsive and non-exempt records.*

***Method of Accepting Requests.*** The Department accepts CPRA requests in person, by phone, in writing, or online at [lapdonline.org](http://lapdonline.org).

***Responsibilities of the California Public Records Act Unit.*** The CPRA Unit, Discovery Section, Legal Affairs Division, has primary responsibility for accepting, processing, and responding to CPRA requests for the Department. The CPRA Unit shall log, process, and respond to every public record request it receives, in accordance with the CPRA.



**DEPARTMENT MANUAL**  
**VOLUME III**  
**Revised by Administrative Order No. , 2019**

*The CPRA Unit employees shall assist requestors by helping to identify records and information applicable to the request, describing the information technology and physical location in which the records exist, and providing suggestions for expediting the production of records.*

***Responsibilities of Department Employees.*** *The duties of Department employees in response to a request for assistance from the CPRA Unit include, but are not limited to:*

- *Reviewing and responding to a request for assistance from the CPRA Unit;*
- *Describing categories of potentially applicable documents and identifying locations where responsive documents may be located within the unit for which the Department employee is responsible;*
- *Identifying other Department employees with knowledge of possible responsive documents and/or their locations;*
- *Searching for requested documents; and,*
- *Reviewing documents and assisting the CPRA Unit to identify information that requires withholding and/or redaction.*

*A Department employee responding to a request for records from the CPRA Unit shall provide all requested records to the CPRA Unit. If a Department employee believes that some or all the information in a record is protected from public disclosure, they should provide the record to the CPRA Unit and recommend to the CPRA Unit what information should be withheld and why. If for any reason a Department employee cannot respond to a request for assistance from the CPRA Unit within the time requested by the CPRA Unit, the employee shall notify the CPRA Unit promptly that he or she cannot comply with the request.*

*Any Department employee not assigned to the CPRA Unit who receives a public records request from a member of the public shall promptly notify his or her supervisor of the request.*

***Responsibilities of Department Supervisors.*** *A supervisor who receives a public records request, shall attempt to determine if the requested records are readily available for public release. Many frequently requested Department records are readily available online at [lapdonline.org](http://lapdonline.org) or from other Department resources. It is not necessary to refer such requests to the CPRA Unit. If the requested records are readily available for public release, the supervisor shall provide the records to the requestor. Supervisors may call the CPRA Unit for advice regarding such requests. If the requested records are not readily available for public release, or if the requestor is not satisfied by the records provided, the requestor should be advised to submit a CPRA request to the CPRA Unit. The supervisor may also accept the request, and forward it to the CPRA Unit no more than one calendar day after receipt of the request.*

***Employee Accountability.*** *Any Department employee may be assigned to assist in the work of responding to a public records request and/or preparing records for disclosure. A Department employee who willfully withholds Department records or information relating to a CPRA request or willfully violates any other obligation under this policy may be subject to discipline.*

## **1.2 Exhibit 2 – Request 19-5155 for some LAPD emails**

## &lt; Request #19-5155 &gt;

CLOSED

Emails from 2019 in account of Chief Jorge Rodriguez that have any of the keywords:

1. Dinse
2. Dao
3. Fern
4. Peskin
5. Facebook

[+ Read more](#)

Received September 12, 2019 via web

Departments Police Department (LAPD)

Requester sb1421fan@gmail.com  
 sb1421fan@gmail.com

## Documents

Public  Emails Redacted  
[19-5155\\_RespRecords\\_Emails\\_rfs.pdf](#)  
[SLO Sean Brown rfs.pdf](#)  
[social media response letter rfs.pdf](#)



Requester (none)

## Staff

Point of Contact LAPD Analyst Thanh N6233

External Message [Hide](#)

Requester + Staff

Good afternoon, LAPD. Please let me understand the exemptions you're claiming. Also, and this is also required by the law, please tell me the name(s) and title(s) of people responsible for determining that the exemptions apply.

October 8, 2020, 3:02pm by the requester

External Message [Hide](#)

Requester + Staff

1. Citing 6254(k) without naming the incorporated exemptions you're relying on is not a valid exemption claim, as the Supreme Court of CA ruled I think in the 1990s against the City of Los Angeles, which evidently didn't learn its lesson then. Please fix this by explaining what exemptions incorporated by 6254(k) you're relying on.

2. Your citation of 6254(b) is completely implausible. The exemption is for records specifically prepared for litigation. It does not cover records not created for litigation but which are later used in litigation. Please produce and/or unredact anything withheld on this basis. If you're not going to do that please consider revealing the case(s) that withheld emails were specifically prepared for use in.

3. Your citation to 6254(c) is plausible here, but still wrongly taken. That section allows you to withhold records when release would constitute an unwarranted invasion of privacy. The public interest in seeing these emails clearly outweighs any possible privacy interest served by withholding them. Please reconsider and release/unredact any information withheld on this theory.

4. I'm assuming you're relying on 6255(a) to redact every word of civilian correspondence. Please state the public interest served by withholding this information. If it's something like "releasing it would create a chilling effect because correspondents don't want to be mocked" or whatever, please be serious and produce all material withheld on this basis. There's no public interest in people being able to keep their unsolicited communications with public officials secret. It's well known that privacy interests are waived in information submitted voluntarily to the government for the purpose of gaining an advantage. That's exactly what's happening here. Furthermore, even if there were such a public interest, it's vastly outweighed by the public interest in knowing how police and the public interact in controversial circumstances like this.

5. If your citation of 6255(a) is justifying anything else, or if I've wrongly guessed what you're claiming, please consider:

a. Not just dropping lists of sections with no discussion but rather explaining what each exemption claim is justifying. The City has the burden of proof and is required to conduct a fact-based analysis before claiming any of the exemptions you've cited (except maybe 6254(k), which you've cited improperly so no one can tell). You have this information in hand if you're following the law. Why not share it for the sake of efficiency.

b. Telling me what you're relying on 6255(a) for here, if anything. Again, you've already weighed the public interests. I'm not asking you to do more work, just to finish the work you're supposed to have done to claim the exemptions.






September 29, 2020, 2:12pm by the requester



## Request Published

Public

September 29, 2020, 9:14am

	<b>Document(s) Released</b> social media response letter rfs.pdf 19-5155_RespRecords_Emails_rfs.pdf SLO Sean Brown rfs.pdf September 29, 2020, 9:14am	Public
	<b>Request Closed</b> <a href="#">Hide</a> Dear Requester:  We reviewed your request dated September 12, 2019 for "Emails from 2019 in account of Chief Jorge Rodriguez that have any of the keywords:1. Dinse 2. Dao 3. Fern 4. Peskin 5. Facebook".  Your request was made under the California Public Records Act (the Act). The Department is cognizant of its responsibilities under the Act. It recognizes the statutory scheme was enacted to maximize citizen access to the workings of government. The Act does not mandate disclosure of all documents within the government's possession. Rather, by specific exemption and reference to other statutes, the Act recognizes that there are boundaries where the public's right to access must be balanced against such weighty considerations as the right of privacy, a right of constitutional dimension under California Constitution, Article 1, Section 1. The law also exempts from disclosure records that are privileged or confidential or otherwise exempt under either express provisions of the Act or pursuant to applicable federal or state law, per California Government Code Sections 6254(b); 6254(c); 6254(f); 6254(k); and 6255.  The remaining responsive documents have been provided to you. Please be informed that September 2019 emails batch was provided to you on October 17, 2019.  If you have any questions, please respond to this email.  Respectfully, LAPD Discovery Section, CPRA Unit September 29, 2020, 9:13am	Public
	<b>External Message</b> <a href="#">Hide</a> Dear Requester:  Please be advised that the Department continues to search for, identify, and/or review responsive records and will respond as soon as practicable. Thank you for your continued patience.  Respectfully,  LAD Discovery, CPRA Unit August 28, 2020, 1:21pm by LAPD Sr Analyst Dan V9584 LAD, LAPD LAD Discovery - Sr Analyst (Staff)	Public
	<b>Due Date Changed</b> 09/29/2020 (was 09/01/2020). August 28, 2020, 1:20pm	Public
	<b>External Message</b> <a href="#">Hide</a> Dear Requester:  Please be advised that the Department continues to search for, identify, and/or review responsive records and will respond as soon as practicable. Thank you for your continued patience.	Public

 **External Message** [Hide](#) Public

Dear Requester:

Please be advised that the Department continues to search for, identify, and/or review responsive records and will respond as soon as practicable. Thank you for your continued patience.

Respectfully,

LAD Discovery, CPRA Unit

*July 7, 2020, 2:11pm by LAPD Sr Analyst Alexis N1685, Sr.  
Management Analyst (Staff)*

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 **Due Date Changed** Public

07/07/2020 (was 06/09/2020).

*June 7, 2020, 7:05am*

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 **External Message** [Hide](#) Public

Dear Requester:

Please be advised that the Department continues to search for, identify, and/or review responsive records and will respond as soon as practicable. Thank you for your continued patience.

Respectfully,

LAD Discovery, CPRA Unit

*June 7, 2020, 7:04am by LAPD Sr Analyst Alexis N1685, Sr.  
Management Analyst (Staff)*

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 **Due Date Changed** Public

06/09/2020 (was 05/12/2020).

*May 11, 2020, 2:34pm*

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 **Due Date Changed** Public

05/12/2020 (was 04/14/2020).

*April 13, 2020, 3:27pm*

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 **External Message** [Hide](#) Public

Dear Requester:

The Department continues to process CPRA requests as they come in during the COVID-19 public health crisis, and will endeavor to do so in a timely manner. While the Department will be making every effort to comply with its statutory obligations, due to the COVID-19 crisis and the City and Department's efforts to tackle its effects, the actual production of records responsive to your request (if any) may be delayed if Department resources are needed to perform critical functions or are constrained due to the pandemic. The Department greatly appreciates your patience during this difficult time, as the entire community and nation deals with this unusual and serious situation. During this crisis, the Department would also ask that requesters consider postponing the submission of any requests that can wait until after the immediate crisis has abated.

If you have any questions, please respond to this e-mail.

Respectfully,

LAPD Discovery Section, CPRA Unit

March 25, 2020, 8:36am by LAPD Analyst Farah N5890 (Staff)

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 **Due Date Changed** Public  
04/14/2020 (was 03/10/2020).  
March 9, 2020, 11:02am

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 **Due Date Changed** Public  
03/10/2020 (was 02/10/2020).  
February 7, 2020, 2:48pm

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 **Due Date Changed** Public  
02/10/2020 (was 01/09/2020).  
January 9, 2020, 3:46pm


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 **Due Date Changed** Public  
01/09/2020 (was 10/07/2019).  
December 9, 2019, 10:43am


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 **Document(s) Released** Public  
2019-09\_Redacted.pdf  
October 17, 2019, 11:49am

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 **Due Date Changed** Public  
10/07/2019 (was 09/23/2019).  
September 24, 2019, 12:51pm

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 **External Message** [Hide](#) Public

Dear Requester:

I have reviewed your California Public Records Act request. Please be advised that, pursuant to California Government Code Section 6253(c), I have found that "unusual circumstances" exist with respect to the request due to the need to search for, collect, and review the requested records from other Department entities which are separate from the office processing the request. Therefore, my staff will require the statutory fourteen days extension of time in which to respond. A determination concerning your request will be made as soon as possible.

If you have any questions regarding this correspondence, simply respond to this email.

Respectfully,  
LAPD Discovery Section CPRA Unit  
September 24, 2019, 12:51pm by Senior Management Analyst  
Kris (Staff)

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